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# PROGRAM COMPLIANCE AUDIT

## MENTAL HEALTH SYSTEMS



## FINAL AUDIT REPORT

Prepared by:

California Department of Corrections and Rehabilitation  
Office of Audits and Compliance  
Audits Branch

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March 2010

CONTRACT NUMBER C06.305

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Office of Audits and Compliance

# TABLE OF CONTENTS

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AUDITOR'S REPORT	PAGE
EXECUTIVE SUMMARY .....	1
BACKGROUND .....	10
FINDINGS AND RECOMMENDATIONS	
FINDING 1: Adverse Effects of Amity's Vista's Therapeutic Community Model ....	11
FINDING 2: Parolees Live In Poorly Maintained Conditions .....	12
FINDING 3: Parolees Transportation System Internal Control Concerns.....	16
FINDING 4: Tuberculosis Tests Were Not Current/Employees Hired Were Still On Parole.....	18
FINDING 5: Questionable/Unverified Program Hours.....	20
FINDING 6: MHS Failed to Pay Providers Promptly as Required by the Contract.....	22
FINDING 7: Missing or Incomplete Community Services' Plan CDCR Form 1868 (parts A and B).....	23
FINDING 8: Treatment Plans Are Generic and Not Timely.....	25
FINDING 9: Weak Internal Controls Over DTF Inmate Trust Fund .....	27
FINDING 10: MHS Failed to Meet the Required Number of Contacts.....	28
OBSERVATIONS AND ECOMMENDATIONS	
Observation 1: Amity Used SASCA Parolees to Earn Additional Revenues.....	30
Observation 2: DK Sober Living Allows Children to Sleep Over on Weekends.....	31
GLOSSARY .....	32
ATTACHMENTS 1-5: Pictures	
ATTACHMENT 6: Auditee's Response	

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MAY 10 2010

**AUDITOR'S REPORT**

David Conn, Ph.D.  
Vice President, Mental Health Systems  
9465 Farnham Street  
San Diego, CA 92123

Dear Dr. Conn:

The California Department of Corrections and Rehabilitation's (CDCR) Office of Audits and Compliance (OAC), Audits Branch, completed a program compliance audit of contract number C06.305 between Mental Health Systems (MHS) and CDCR's Office of Substance Abuse Treatment Services.

Under the terms of the agreement, the contractor agreed to purchase and oversee substance abuse treatment services in Parole Region IV.

The costs for these services were not to exceed the contract amounts listed in the table below.

Term for Contract C06.305	Action	Amount	Total Amount
January 1, 2007 through June 30, 2009	Original Contract	\$52,332,410	\$52,332,410
Amendment 1	Name Change/Other Changes in Program	\$0.00	\$52,332,410
Amendment 2	Add Modalities and Funds	\$21,664,990	\$73,997,400
Amendment 3	Add Funds	\$5,841,072	\$79,838,472

The Audits Branch conducted the audit in accordance with Generally Accepted Governmental Auditing Standards, with the exception of the General Standards for (1) Continuing Professional Education and (2) Quality Control requiring an external peer review at least once every three years. The audit included tests of controls and other such auditing procedures considered necessary under the circumstances.

The scope of the audit was limited to program compliance activities for the period of July 1, 2007 through July 31, 2009. The audit fieldwork was conducted during the period of January 26, 2009 through August 20, 2009.

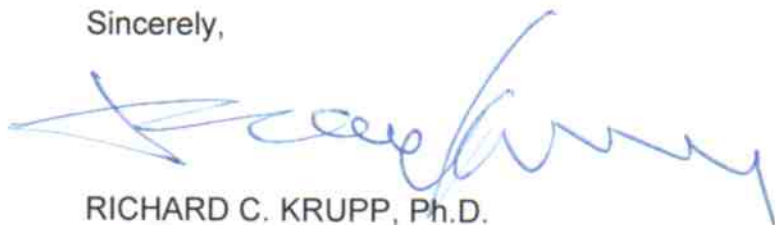
The specific objective of the audit was to determine whether MHS complied with the programming conditions and terms of the contract.

The procedures performed in the audit included:

- Interviews with MHS employees to gain an understanding of the program and to evaluate the effectiveness and adequacy of MHS' existing internal controls.
- A review of program files to determine if the services rendered were in accordance with contract number C06.305.
- Visiting a sample of five residential programs, four sober living programs, and four outpatient programs to determine if the program services were delivered in accordance with contract number C06.305.

The enclosed audit report identifies ten audit findings and two audit observations pertaining to the parolees' health and safety, inappropriate use of CDCR parolees' services, noncompliance with contract requirements, questionable use of contract funds, internal control deficiencies, and ineffective program policies. Observations highlight certain areas that may be of interest to users of the audit report. Observations differ from audit findings in that they may not include attributes (condition, effect, criteria, cause, and recommendation) that are presented in audit findings. Because the audit was limited to selected test periods, OAC does not express an opinion on the contractor's internal controls or contract compliance as a whole.

Sincerely,



RICHARD C. KRUPP, Ph.D.  
Assistant Secretary  
Office of Audits and Compliance

Enclosure

August 20, 2009 (last date of fieldwork)

## EXECUTIVE SUMMARY

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CDCR contracted with MHS to administer the Substance Abuse Services Coordination Agency (SASCA) program under contract number C06.305 in Parole Region IV. MHS subcontracts with treatment providers throughout the Region IV area, which includes the counties of San Diego, San Bernardino, Riverside, Orange, and Imperial. CDCR's parolees and inmates (under the drug treatment furlough (DTF) program) receive services under three modalities: residential, outpatient, and sober living.

During fieldwork, the Audits Branch visited the following facilities:

Residential	Outpatient	Sober Living
Amity Vista Ranch (Amity)	Choices in Recovery	DK Sober Living
Arrow House	East County Regional Recovery Services	Lazy Dog Ranch
Chapman House	Sharper Future	Vista View
New Connections	The Relapse Prevention Center	WINGS
Orange County Halfway House (Josephine House)		

The Audits Branch conducted a program compliance audit of MHS for the period of July 1, 2007 through July 31, 2009. Summarized below are ten findings and two observations, MHS' responses, and the Audits Branch's comments. Details of the findings and observations begin on page 11 of the audit report.

### **FINDING 1: Adverse Effects of Amity's Vista's Therapeutic Community Model**

Amity's therapeutic group punishment policy caused a parolee to miss critical college deadlines. The parolee blames his relapse (drank a beer while out on a pass) on the frustration of missing the deadline.

Similarly, Amity interfered with another parolee attempting to succeed. A parolee was forced to miss an important job interview with an Employment Development Department Vocational Instructor because the community was on punishment status.

The pew is a bench used as a punishment for parolees who violate Amity's rules. Parolees are required to sit in isolation on the pew, complete a writing assignment, and eat alone for an extended period of time.

### **MHS RESPONSE:**

In reference to parolee V43919, who was admitted on 3/1/09 and graduated on 10/05/09, this parolee submitted a request on 4/2/09 to go to Palomar to register; the requested trip was approved by staff and attended by the parolee.

In reference to parolee F7990, who was admitted to Amity on 1/3/09 and graduated on 7/2/09, he did submit a request on 4/01/09. Amity states the requested trip was approved by staff and the parolee attended.

In response to the use of the “Pew”, Amity’s Vice President stated that parolees would never be allowed to remain at the pew as noted in the report.

#### **AUDITS BRANCH COMMENTS:**

The Audits Branch is not disputing whether or not Amity granted permission for parolee V43919 to go to Palomar College and register. The report states that during the final step prior to completing registration, the parolee had a confirmed phone interview with a college counselor but was unable to complete due to the entire Amity community being punished. According to the parolee, the frustration of missing the deadline contributed to his decision to relapse and drink a beer while out on a pass.

The MHS Recovery Advocate for parolee V43919 stated in the Case Manager Service notes that the parolee had been alcohol and drug-free prior to the aforementioned incident. The notes stated that the parolee had complied with the Amity rules and regulations, attended groups regularly, and participated in the beach clean up. Other than the use of alcohol, there was no documentation by MHS of behavioral problems in the Case Manager Service Notes.

On June 8, 2009, the Audits Branch attended a group session at Amity, which was led by the Program Director with seven parolees in attendance. Parolee F7990 was in attendance. During the group session, one of the topics focused on work search. Parolee F7990 participated in the discussion and displayed his frustration to the Program Director. The parolee stated that he missed a job interview with an Employment Development Department Vocational Instructor because the Amity community was on punishment status, as a result of another parolee overdosing on heroin. The Audits Branch became aware of the parolee’s complaint while attending the small group session. Parolee F7990 had submitted a trip request for the job interview two months earlier in April.

The information gathered regarding the pew was based on interviews with both parolees and staff, including Vista’s Program Director.

#### **FINDING 2: Parolees Live In Poorly Maintained Conditions**

The Audits Branch visited five residential programs and four sober living houses. The living conditions for three of the five residential programs (Amity, Chapman House, and Josephine House) and two of the four sober living houses (DK Sober Living and Lazy Dog Ranch) were poorly maintained.

**MHS RESPONSE:**

Annual site visits are conducted by MHS on all subcontracted community based providers....We also will take progressive action if the concerns are not addressed and repaired, such as removing participants....and up to cancelation of a contract if we have providers whose programs that are habitually in disrepair or out of compliance.

**AUDITS BRANCH COMMENTS:**

The Audits Branch understands that conditions at the community based providers (CBPs) can change and fluctuate daily. The Audits Branch is also aware that during the site visits, some of the maintenance issues were being addressed as a result of a corrective action plan, as in the case at Chapman House. On the other hand, the conditions at Josephine House and Lazy Dog Ranch existed as a result of months of wear and tear.

**FINDING 3: Parolee Transportation System Internal Control Concerns**

The Audits Branch found that weak internal controls over the parolee transportation system has resulted in the inefficient use of contract funds, an invalid subcontract between Amity and MHS, and no delivery confirmation for parolees dropped off at the CBPs.

**MHS RESPONSE:**

MHS utilized Amity as a subcontractor to provide transportation of SASCA parolees when needed. According to MHS, "A previous contract was done with Amity, but unfortunately we were not able to locate this for the Auditors when requested, which resulted in the issuing of the new contract, with varying dates of individuals' signatures, noted in the findings. MHS no longer uses Amity for client transportation. Furthermore, the contractor is changing the transportation billing system where charges are only done per destination, not per individual being transported.

We have instated a new formal transportation completion check sheet, approximately a year ago, where all transportation completions are documented."

**AUDITS BRANCH COMMENTS:**

The audit finding was noted because MHS could not provide documentation that a contract existed in fiscal year (FY) 2007/08 between MHS and Amity, authorizing Amity to provide transportation for Region IV's SASCA participants. Also, the Audits Branch could not locate any documentation verifying delivery confirmation of SASCA participants to the CBPs in FY 2007/08, although MHS now states that a new formal transportation checklist has been implemented.



**FINDING 4: Tuberculosis (TB) Tests Were Not Current/Employees Hired Were Still On Parole**

At two residential facilities, staff did not have current TB tests and one facility hired employees prior to their parole discharge dates.

**MHS RESPONSE:**

Chapman and Amity were both noted to be out of compliance and immediately produced the documentation.

Amity was issued a corrective action plan when SASCA found out they had hired an individual that was currently on parole. They were asked to remove these staff immediately from the facility, an order with which they complied.

**AUDITS BRANCH COMMENTS:**

The Audits Branch has evidence to the contrary. Attached to MHS' response was a memorandum from Amity (Attachment A) dated November 23, 2009. The memorandum stated that in February 2009 Amity started a rigorous campaign to do "in-depth" screening for all potential hires. This screening also included an instant criminal search and a 50 state sex offender registry search.

The Audits Branch was at Amity in April and May 2009. During these visits, the Audits Branch observed a parolee working as a counselor.

On April 23, 2009, an MHS Contract Compliance Specialist interviewed Amity's program manager. MHS' Concern Request Form dated April 27, 2009, documented that the program manager had never been aware of the stipulation that employees had to be off parole to be an employee of Amity. The program manager stated: "that if this was true, it would cripple his ability to provide services to SASCA."

**FINDING 5: Questionable/Unverified Program Hours**

Two residential facilities (Amity and Arrow House) and one outpatient clinic (The Relapse Prevention Center) were unable to provide documentation verifying that the contractually required programming hours were being met.

**MHS RESPONSE:**

According to the SASCA Contract "Program Design Specifications," it states the community based providers files should contain a "weekly list of groups and individual counseling sessions attended" and with these in the files it should document the number of hours of treatment provided.

In terms of the auditors concern that the fourth week of each month is designated to fixing and cleaning the property grounds, the Vice President of Amity states there is no basis to that allegation.

#### **AUDITS BRANCH COMMENTS:**

The Audits Branch concurs with MHS' response that the documentation of program hours should be in the CBP's files. What the Audits Branch wanted to bring to MHS' attention was that the CBPs visited by the Audits Branch were not keeping documentation of treatment hours in the participants' files. At one outpatient facility, the staff produced a schedule of events, but there was no documentation verifying that the events took place.

The Audits Branch found that Amity was merely logging hours that were not necessarily treatment hours. The Audits Branch had direct evidence of this, as the auditors were present during a week when property focus was scheduled. The Audits Branch witnessed the parolees cleaning, sweeping, pruning, and painting the grounds each day of the week the auditors were present. The basis for the finding was a result of directly witnessing the activities.

#### **FINDING 6: MHS Failed to Pay Providers Promptly as Required by the Contract**

The Audits Branch was informed by the Executive Director of Josephine House that they were forced out of business as a result of continuous delays in payment from MHS. Josephine House's Executive Director stated that they would be taken over by Walden House as of July 1, 2009.

#### **MHS RESPONSE:**

MHS believes that we are in compliance with our contract requirements to pay providers in a timely manner...In order for us to complete our response to this item, please provide the invoice dates, invoice amounts, check dates, and check amounts for all payments to this provider which are alleged to be late.

#### **AUDITS BRANCH COMMENTS:**

The Audits Branch is dropping this finding because Orange County Youth and Family Services went out of business and no longer manages Josephine House.

However, MHS notified its subcontractors (CBP) in writing that they would not be paid during the State's budget delays, contrary to the payment directives of the contract. The letter was sent to the CBPs on February 2, 2009. MHS also indicated that they would remove CDCR participants upon CBPs' request.

**FINDING 7: Missing or Incomplete Community Services Plan - CDCR Form 1868s (parts A and B)**

CDCR Form 1868, the Community Services Plan, was either not completed or missing from the file. 33 of the 60 parolee records selected for the review were either missing both parts A and B, missing only A or B, or had incomplete A or B forms.

**MHS RESPONSE:**

This has been an ongoing issue with the SAPs for a long time and has never been resolved as to how important they are to have in the participant's charts....Completion of the 1868 (parts A and B) is a requirement of the SAP and the PA II, not of SASCA. SASCA would not be allowed to complete an 1868.

**AUDITS BRANCH COMMENTS:**

The Audits Branch concurs that it is the SAP's responsibility to generate the CDCR Form 1868, parts A and B. The significance of the CDCR Form 1868 is to document the participants' substance use history, list any Parole Agent II concerns, and provide directions for placement by the Parole Agent II. During the Audits Branch's testing of the participant files, 33 of the 60 files were either missing the form or were incomplete.

The Audits Branch also found that when the CDCR Form 1868 was in the file, the information contained on the form was not useful. Questions were often left unanswered or answered with one or two words with no specific information to evaluate the progress of the parolee.

**FINDING 8: Treatment Plans Are Generic and Not Timely**

The parolee treatment plans reviewed at the East County Regional Relapse Prevention Center and the Josephine House were not timely, as required by the contract's terms and conditions. Amity's treatment plans are not designed to capture contractually required information, plus the effectiveness of Amity's treatment plans is questionable.

**MHS RESPONSE:**

MHS has worked continuously with its community based providers to ensure timely and individualized treatment plans. We offer individual training to subcontractors on how to abide by this. These requirements are also addressed in Regional community based provider meetings.

## **AUDITS BRANCH COMMENTS:**

The Audits Branch is unclear as to whether MHS agrees with this finding or not. The Audits Branch is reiterating that MHS should ensure treatment plans are timely and include contractually required information.

### **FINDING 9: Weak Internal Controls Over DTF Inmate Trust Fund**

The Josephine House has weak internal controls over the inmate trust fund. There is inadequate separation of duties, in that the program director has both recordkeeping responsibilities and custody of the inmate trust fund for inmates at Josephine House. The cash is locked in a safe in the program director's office. Since the total amount is less than \$1,000, Josephine House did not believe a bank account was necessary. The program director has the only key to the safe.

## **MHS RESPONSE:**

The auditor's finding that Josephine House had weak internal controls may have been accurate, but MHS would not micromanage a community based provider on how to structure the oversight of their DTF trust fund, nor was it a contractual requirement.

## **AUDITS BRANCH COMMENTS:**

The Audits Branch agrees in part with MHS' response; however, the potential for misuse of funds should still be brought to the attention of MHS.

### **FINDING 10: MHS Failed to Meet the Required Number of Contacts**

The contract requires MHS to provide ongoing contacts with the IPSAP contractors, SAP participants, and the providers. 30 of the 60 parolee files tested had instances where MHS did not meet the contractually required number of contacts.

## **MHS RESPONSE:**

We would request more information on how the auditors determined if the required contacts were not made...Some of those figures are deceiving and are not alarming.

## **AUDITS BRANCH COMMENTS:**

Based upon supervisory review of additional information obtained after the audit, this finding has been removed.

### **Observation 1: Amity Used SASCA Parolees to Earn Additional Revenues**

Amity entered into subcontracts with local entities without prior approval from MHS and CDCR. The parolees were providing the labor for these contracts but received no direct monetary compensation. Participation was not mandatory; however, parolees were reminded by Amity staff that participation is expected in a therapeutic community. The parolees complained to the Audits Branch of not getting paid and felt coerced into participating.

#### **MHS RESPONSE:**

The Vice President of Amity reported that all additional revenue generated is spent on recreational activities for the participants on the Ranch, such as deep sea fishing trips and new equipment, such as the recently purchased television.

#### **AUDITS BRANCH COMMENTS:**

The common complaint shared by the participants who were interviewed by the Audits Branch was the lack of direct compensation for their labor. The participants would rather have the money than to receive the above mentioned recreational activities, fishing trips, and a new television. Furthermore, the participants stated that not all participants benefit from such activities and purchases.

### **Observation 2: DK Sober Living Allows Children to Sleep Over on Weekends**

The DK Sober Living facility allows parolees' children to sleep over on the weekends. In addition, the facility has a computer with access to pornography.

#### **MHS RESPONSE:**

There are very few resources for family reunification with their parents, especially fathers...The fact that the computer, which is provided for job search, had been tampered with is sad...

#### **AUDITS BRANCH COMMENTS:**

The owner of DK Sober allows the clients' children to sleep over on the weekend, provided that other clients are in agreement and there is sufficient room.

The Audits Branch agrees with the importance of family bonding and reunification. However, the main reason the Audits Branch brings this to the attention of MHS is public safety. Specifically, the facility is not equipped to ensure the safety and well-being of small children.

DK Sober Living is a small house with just three bedrooms (two men per room) and has a prior history of pornography being accessed on the computer. The Audits Branch has the responsibility to report this observation due to potential liability and safety concerns.

## BACKGROUND

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The SASCA program has been in existence since 1999. MHS has held the contract for services in Parole Region IV since the inception of the program.

The goal of the SASCA program is to reduce the incidence of both relapse and recidivism among participants and to promote pro-social behavior that will enable the participants to exhibit satisfactory conduct within the facility and on parole, leading to the successful integration to community.

MHS' role is that of a collaborator between CDCR and the Community Based Providers (Providers). MHS is responsible for the initial transportation of the parolee (from prison to aftercare) and placement of the parolee. To accomplish this task, MHS has three offices located in San Diego, Colton, and Orange.

Under the SASCA program, there are residential services, outpatient services, and sober living.

In FY 2007/08, CDCR reimbursed MHS \$24,440,835. Of this amount, \$20,529,465 was for substance abuse treatment. The remaining \$3,911,370 was paid to MHS to administer the program.

CDCR's last audit of MHS was in 2003.

## FINDINGS AND RECOMMENDATIONS

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### **FINDING 1: Adverse Effects of Amity's Vista's Therapeutic Community Model**

Amity's Therapeutic Community philosophy in regards to group punishment impeded the rehabilitative progress of specific parolees. In addition, Amity imposed excessive punishment in its use of the "Pew."

#### Community Punishment

Amity's therapeutic group punishment policy resulted in a Mandatory Residential Community Based Program (SB 1453) parolee (V43919) missing critical college admission deadlines. The parolee planned to attend Palomar City College fulltime and had applied for college grants. The final step prior to registration was a phone interview with a college counselor. The parolee had a confirmed appointment; however, since the Amity community was on punishment status, the parolee was not allowed to call the college. As a result, the parolee missed registration deadlines and was unable to attend the fall semester. The parolee blames his relapse (drank a beer while out on a pass) on the frustration of missing the college deadline.

As a result of the relapse, parolee V43919 had to restart the SB 1453 program. After 79 days of good behavior and progress at the cost of \$5,688 (79 x \$72), SASCA required the parolee to restart from day one of the 150 days of aftercare treatment.

Amity interfered with another parolee attempting to succeed. Parolee F7990 was forced to miss an important job interview with an Employment Development Department Vocational Instructor because the community was on punishment status. The punishment was the result of an incident in which a different parolee smuggled heroin into the facility, resulting in a near fatal overdose of a participant.

Amity's philosophy is to hold the entire community accountable; therefore, the entire community is punished when a single member is at fault. There is no exception to the rule.

#### The Pew - Individual Punishment

The pew is a bench used on parolees who violate Amity's rules. It is an open structure with a roof and church pew (See Attachment 1). Parolees are required to sit in isolation in the pew, complete a writing assignment, and eat alone for an extended period of time. For example, one parolee was on the pew every day for two weeks from 3:00 PM. to 7:00 PM. Two parolees stated observing parolees being on the pew non-stop for the following periods of time:

- Two weeks from 7:00 a.m. through 7:00 p.m.
- Three weeks from 5:30 a.m. through 7:00 p.m.



According to interviews with two Escondido parole agents, the pew has negative effects on people with low self-esteem. The agents stated that parolees have left Amity because of the pew.

The Audits Branch visited two other providers that used a “bench” as a form of punishment. At these facilities, parolees were required to sit on a bench for a maximum of just 10 minutes.

## **CRITERIA:**

Per contract number C06.305, scope of work, Exhibit A: “The primary goal of the Substance Abuse Program is to reduce the incidence of both relapse and recidivism among participants, and to promote pro-social behavior that will enable the participants to exhibit satisfactory conduct within the facility and on parole, leading to the successful integration to community.”

In the July 24, 2006 article entitled “Principles of Drug Abuse Treatment for Criminal Justice Populations”, Dr. Nora D. Volkow stated: “Rewards and sanctions are most likely to have the desired effect when they are perceived as fair and when they swiftly follow the targeted behavior.”

## **RECOMMENDATIONS:**

- Allow flexibility within the provider’s policies and procedures to help ensure the parolee’s progress is not impeded based upon strict adherence to a program’s philosophy.
- Consider other treatment concepts in addition to the Therapeutic Community Model.

## **FINDING 2: Parolees Live In Poorly Maintained Conditions**

The Audits Branch visited five residential programs and four sober living houses. The living conditions for three of the five residential programs (Amity, Chapman House, and Josephine House) and two of the four sober living houses (DK Sober Living and Lazy Dog Ranch) were poorly maintained.

The Office of Substance Abuse Treatment Services (OSATS) personnel did not visit any of the above named facilities over the past year. MHS visited Amity’s Vista in April 2009 after receiving a written complaint from a parolee. MHS’ last visits to the remaining facilities are as follows:

- Chapman House - December 2008
- Josephine House - October 2007
- DK Sober Living - February 2009

- Lazy Dog Ranch - October 2007 and August 21, 2009

#### Amity (See Attachment 2 for Pictures)

- During a tour in April of 2009, the Audits Branch noticed mold and silt around the window sills in the Russia and Korea living units. In the May 14, 2008, Department of Alcohol and Drug Programs (ADP) certification report, the reviewer also found mold and mildew.
- The screen was missing from the window in the Korea unit; additionally, the dresser was broken and there was a large hole in the back of the dresser.
- Bunk beds were placed directly in front of wall heaters.
- The meeting room (known as the lifer room) had black stains on the carpet.
- The kitchen was in need of maintenance. The kitchen floor had missing tiles and the floor was dirty.
- The patio behind the kitchen had broken furniture blocking an exit from the building and loose wires hanging down from the roof.
- Two stairway hand rails (the stairs lead to the kitchen and the living units) were loose. The ADP reported the stairways to be a potential hazard.
- The weight equipment was weathered and rusty. Next to the exercise yard was a large storage area that was piled with rubbish.

#### Chapman House (See Attachment 3 for Pictures)

- There was a pile of trash in the back of one unit.
- One of the laundry rooms had a piece of sheetrock missing from the wall, which left the pipes and beams exposed.
- The exterior of the complex was dingy and needed painting.
- One kitchen had cabinet doors missing.
- Three bathrooms in the living units were filthy.
- Four bedrooms had clothes and boxes lying about.

#### Josephine House (See Attachment 4 for Pictures)

##### Apartments D, H and I

- None of the dishwashers in the kitchens were operational.
- The carpet in all three units was stained and ripped. Two of the three units had electrical tape on the carpet to hold it together.
- Walls in all three units had patch jobs that were not painted over. The walls were dirty and all units needed a fresh coat of paint.
- There was a burn hole the size of a baseball through one bedroom lamp shade.
- The screens of all three units needed to be replaced.
- The hood over the range in each of the three units was filthy and rusted.
- Black leather furniture in one unit was ripped and cracked.

- The vent covering the heater in one unit was dirty, which could present a fire hazard.
- The coffee maker in one kitchen had a large kitchen pot as a coffee receptacle rather than a carafe designed to use with a coffee maker.

#### DK Sober Living

- The exterior in the back of house was in need of painting and general gardening. The lawn in the backyard had not been mowed in several weeks.
- The kitchen was dark, grimy, and dirty.
- The house smelled like cigarette smoke, albeit smoking is not allowed in- doors.
- The hall bathroom sink and toilet needed to be scrubbed.
- The interior of the house needed to be painted.
- The carpet in the living room had a large bleach stain.

#### Lazy Dog Ranch (two houses) (See Attachment 5 for Pictures)

##### 12640 14th Street

- Two bedrooms were unkempt; there were clothes and papers lying about. The windows in two of the bedrooms had pieces of material thrown over the blinds. One room had garbage from a fast food restaurant on the bed side table.
- The ceilings in the hallway were dirty and there were cracks in the plaster.
- The light fixtures were operational but dirty.
- The carpet was dirty and ripped.
- The built in appliances (stove and dishwasher) were old and dirty.
- The kitchen was dirty, especially around the stove which was covered in grease.
- The hall bathroom linoleum was old and dirty. The flooring had curled back away from the tub. The bathtub was filthy and the walls around the tub had mold on them.

##### 12783 14th Street

- The three bedrooms were dark and messy with clothes and papers piled up.
- The bedroom furniture was mismatched and well worn. Material was draped over the windows in place of curtains.
- The bathroom was filthy. The shower had a 12 inch opening; thus, a large person would have a difficult time using the shower. The plaster on the ceiling was cracked and moldy.
- The carpeting throughout the house was old and in poor condition (stained and ripped). The kitchen had a newer refrigerator; however, the dish washer and stove were old and dirty. The wall behind the stove was covered with grease splatters. There were three bags of garbage in the kitchen.
- The dining room furniture was in good repair, but the furniture was dirty.

The Audits Branch visited with MHS' Contract Compliance employees on August 17, 2009. The poor conditions at the Lazy Dog Ranch were discussed. On August 21, 2009, an MHS employee made an unannounced visit. In addition to the auditors' findings above, MHS noted the deficiencies listed below (this is a partial list). MHS required a corrective active plan and a deadline for corrections.

- Replace all smoke detectors and fire extinguishers, none are in working condition.
- All windows need curtains or blinds.
- Implement procedures for drug testing.
- A house manager is required at each site (neither house had one).
- The carpet, kitchen, bathrooms, furniture, and windows all need to be cleaned.
- Replace all screens for 12783 14th Street.
- The air conditioning in 12783 is non-operational.

#### **CRITERIA:**

Amity Policies and Procedures manual page 28, states: "The Amity facility will be clean, safe, sanitary, and in good repair at all times for the safety and well being of participants, employees, and visitors."

California Code of Regulations (CCR), Title 9, Article 4, Section 10581, states in part: "Facilities shall be clean safe, sanitary and in good repair at all times for the safety and well-being of resident, employees, and visitors...all outdoor and indoor passageway, stairway, incline, ramps...shall be kept free of obstruction."

CCR, Title 9, Article 4, Section 10584, states in part: "All window screens shall be in good repair and free of insects, dirt and other debris...all toilets, hand washing and bathing facilities shall be maintained in safe and sanitary operation conditions...All containers, including movable bins, under for storage of solid waste shall have tight-fitting covers that are kept in place and shall be emptied at least once per week or more often if necessary....the licensee shall provide clean linen in good repair including sheets, pillow cases, mattress pads."

CCR, Title 9, Article 3, Section 10573, states: "All kitchen, food preparation, and storage areas shall be kept clean, free from litter and rubbish."

#### **RECOMMENDATION:**

- Perform an annual quality assurance review at all provider locations. The review should include an inspection of the providers' residential facilities.

### **FINDING 3: Parolee Transportation System Internal Control Concerns**

MHS billed CDCR \$342,038 for transporting Substance Abuse Program (SAP) graduates to the Community Based Providers. Included in MHS' transportation costs was \$27,033 paid by MHS to Amity for additional parolee transportation services.

The Audits Branch found that the lack of internal controls over the parolee transportation system has resulted in the inefficient use of contract funds, an invalid subcontract between Amity and MHS, and no delivery confirmation for parolees.

Salaries for 8 Drivers	140,086
Benefits @ 25.73%	36,038
Indirect Costs @ 13.50%	23,777
Profit Costs @ 5%	8,806
Vehicle/Maintenance*	133,331
Total Transportation Cost	342,038

\*Note: Includes \$27,033 for Amity's transportation costs.

#### **Amity's Transportation**

The Audits Branch reviewed Amity's fiscal year 2007/08 invoices, and identified the following issues that resulted in excessive contract expenditures.

1. Amity's transportation costs for six parolees were significantly higher compared to other modes of travel. For example, Amity charged CDCR \$657 for transporting one parolee from the Correctional Training Facility in Soledad to the *I Am New Life* aftercare facility in Sun City.

The Audits Branch compared the cost of using a taxi and Greyhound Bus versus Amity's costs. As shown in the table below, the estimated costs of \$203 consisting of two taxi fares and a refundable Greyhound bus ticket from King City to Colton was \$454 less (\$657-\$203) than Amity's fee for the same travel time. The bus/taxi trip would take approximately one day and five hours.

#### **Amity's Fee vs. Taxi/Greyhound Bus**

<b>Calculation of Amity's Fee</b>			<b>Bus/Taxi Fee</b>		
827 miles @ .485	=	\$401	Taxi fare from CTF to King City	=	\$ 60
64 Quarter hours @ \$4/hour	=	256	Greyhound Refundable Fare	=	83
			Taxi fare from Colton to Sun City	=	60
<b>Total</b>		<b>\$657</b>			<b>\$203</b>

2. Amity made six trips, picked up two or more parolees from the same SAP going to the same city or county, and charged for each body. For example, in one of the trips mentioned above, Amity picked up two parolees and charged \$657 a piece for a total of \$1,314. Amity should charge for one trip, not for each person.
3. For three parolees, both Amity's and MHS' driver drove to the institution on three separate dates to pick up the same person. CDCR incurred dual expenses.
4. The driver picked up a parolee at the Richard J. Donovan Correctional Facility (RJD) and drove to the parolee's mother before going to aftercare. Amity incurred and charged CDCR for costs unrelated to aftercare.

The Audits Branch also determined that MHS did not have a formal contract with Amity. The Inter-Agency Collaborative Transportation Agreement between MHS and Amity that was drafted at the time of the audit had the following errors:

- The Vice President of MHS' Corrections and Rehabilitation Division did not sign the subcontract.
- The Executive Vice President of Amity Foundation signed the subcontract; however, the date of the signature was missing.
- The Associate Vice President of MHS' Corrections and Rehabilitation Division signed the subcontract on March 10, 2009; however, the Controller for Amity Foundation signed on February 24, 2009.
- Amity had been transporting SASCA parolees since July 2007, but the contract was not signed until 2009.

#### MHS' Transportation

The Audits Branch tested parolee transportation from RJD. Of the 53 RJD parolee files selected, the Audits Branch identified the following:

1. Thirty six parolees picked up by MHS showed no delivery confirmation. Parolees were picked up at RJD and just dropped off at the provider. There was no proof that drivers were verifying the parolees had been received by the provider. Delivery confirmation is one way to verify the accuracy of the service start date.
2. An MHS driver drove 121 miles from Colton to RJD in San Diego to pick up one parolee. When the driver arrived at the institution, the parolee refused the transportation and declined to participate in aftercare. The driver drove an additional 121 miles to return to Colton.

#### **CRITERIA:**

The Line Item Budget Guide, page 4, states: "Allowable operating costs are defined as necessary program expenditures."

The Line Item Budget Guide, page 1 states: “Contractors are responsible for ensuring that all subcontractors performing services have a written agreement stating the contracted services shall be performed in accordance with all contractual responsibilities of the prime contractor.”

A written contract is valid only if signed by both parties.

#### **RECOMMENDATIONS:**

- MHS should have a signed written agreement in place prior to allowing the contractor (Amity) to transport parolees.
- MHS and Amity should utilize the least expensive mode of transportation when taking parolees to aftercare.
- Amity should not bill for each parolee when two or more parolees are riding in the same vehicle.
- OSATS should review transportation billings each month, and follow up on questionable expenditures.
- MHS drivers should accompany parolees to the providers’ reception area, and have the providers sign and date for the parolees received into the program.

#### **FINDING 4: Tuberculosis (TB) Tests Were Not Current/Employees Hired Were Still On Parole**

In two residential facilities, staff did not have current TB tests and one facility hired employees prior to their parole discharge dates.

##### TB Testing

The facilities at Chapman House and Amity were found to be out of compliance with CDCR’s TB testing policy. The Audits Branch reviewed personnel files at Chapman House and Amity for documentation verifying up-to-date TB tests. The table below shows three instances at each facility where there was no evidence of a current TB test in an employee’s file.

Facility	Job Title	Comment
Chapman House	Counselor	No test
↓	Counselor	Expired test (4/08)
↓	Night Crew	No test
Amity	Counselor	No test
↓	Apprentice	No test
↓	Apprentice	No test

## Screening of Amity's Employees

Amity hired individuals who were on parole. Amity also reassigned one employee who was the perpetrator in a sexual harassment claim while employed by Amity.

Three employees were on active parole at the time of hire. As shown below, employees A and B were hired as counselors prior to their parole discharge dates. Employee C was still on parole performing the job duties as a drug counselor, which includes supervising parolees in the program.

Name	Started as Apprentice	Date Hired	Discharged from Parole
Employee A	7-1-05	9-16-06	1-25-08
Employee B	10-1-06	3-16-08	5-15-09
Employee C	N/A*	On April 09 roster	Still on parole
*unable to verify start date			

Employee C was also accused of sexual harassment. Employee C required parolees in Amity's aftercare program to kiss him as a form of punishment when the parolee broke a house rule. An agent of record from the Escondido Parole office confirmed that one parolee filed a formal complaint. As a solution to the problem, Amity Foundation removed the employee from Amity and reassigned the employee as a drug counselor to another Amity Foundation program in Los Angeles, Amistad (a provider for the SASCA program in Region III).

### **CRITERIA:**

Per contract number C06.305, Exhibit D, page 9, number 25: "Contractors and their employees who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter."

Per contract number C06.305, Exhibit E, number 12 g-h: "The Contractor cannot be and will not either directly or on a subcontract basis, employ in connection with this Agreement: Ex-Offenders on active parole or probation, or who have been on active parole or probation during the last three years preceding their employment."

Addendum C of MHS' contract with Amity states: "Provider cannot and will not either directly or indirectly, employ in connection with this Agreement (1) Ex-offenders on active parole or probation."



## RECOMMENDATIONS:

- Ensure all sub-contractor personnel are in compliance with TB testing policies.
- Ensure that all new hires at Amity have been off parole for at least three years.

### FINDING 5: Questionable/Unverified Program Hours

Two residential facilities (Amity and Arrow House) and one outpatient clinic (The Relapse Prevention Center) were unable to provide documentation verifying that the contractually required programming hours were being met.

#### Amity

Amity's files showed program hours being captured; however, the descriptions of the program activities were vague. For example, a parolee might have three hours logged in as seminar, morning meeting, or other. Contract number C06.305 requires a minimum of 20 hours per week of face-to-face individual and group activity with a designated program staff member, and an additional six hours of supplemental face-to-face individual and group activity which may include 12 step groups. Documentation was insufficient to determine if Amity's program hours were face-to-face/group meetings. Furthermore, three Amity parolees stated that counselors listed on the activity sign-in sheets were not always present during meetings. Thus, without a designated program staff, hours for a house meeting would not qualify as program hours.

In addition to insufficient documentation of treatment programs, the quality of Amity's curriculum is questionable.

As part of Amity's curriculum, the fourth week of each month is exclusively devoted to property focus, in which the parolees clean and fix the grounds. During the period of April 27-30, 2009, the Audits Branch observed such activities as parolees painting the lines in the parking lot, weeding the garden, laying paving stones, mowing the lawn, sweeping the floors, and sitting down and smoking with the counselors. A weeklong of property focus is not a substitute for the face-to-face treatment required by the contract.

During the Audits Branch's visit, there were 38 SASCA parolees. Amity charges \$72 per day per parolee for aftercare services. The CDCR spends \$19,152 (see calculation below) for a week of drug treatment each month; however, the parolees at Amity did not receive treatment for the week, due to the fact they were cleaning and maintaining the Amity property.

**38 Parolees X \$72 per day = \$2,736 per day  
\$2,736 per day X 7 days = \$19,152 per week**

The other three residential programs visited by the Audits Branch had the following amount of time designated for cleaning and maintenance:

- Chapman House 2 hours each Saturday
- Arrow House 3 hours each Saturday
- Josephine House Parolees are expected to keep personal space clean. Apartments are subject to inspection.

### Arrow House

Arrow House uses timesheets to track activities, and the parolees are responsible for ensuring that the program hours are being met. Group facilitators sign off on the parolees' card verifying attendance. Counselors review the timesheets to verify hours. At the end of the month, the timesheet is given to the parolee.

The system and the responsibility/accountability imposed on the parolee were impressive; however, the Audits Branch was unable to verify treatment hours because the timesheets were given to the parolees upon completion of the program.

The Audits Branch recommended to the Program Director that a copy of the timesheet be placed in the parolee's file in the event of an audit or a review by OSATS or MHS personnel.

### The Relapse Prevention Center

The staff were unable to provide adequate documentation to support program hours for the files selected for audit testing. Files were lost, unorganized, and/or incomplete. Moreover, the staff discussed ancillary programs such as Kempo, acupuncture, and outings to the theater in greater detail than specific drug treatment courses, such as relapse prevention.

### **CRITERIA:**

Per contract number C06.305, Exhibit A, page 13: "There shall be a minimum of 20 hours face-to-face individual and group activity...plus a minimum of 6 hours of supplemental face-to-face individual and group activity...which may include participation in a 12 step group."

### **RECOMMENDATIONS:**

- Maintain sufficient documentation to verify the rendering of substance abuse treatment services.
- Implement a filing system for the safeguarding and ease of retrieval of the parolees' records.

- Standardize the format in which programming records should be kept.
- Ensure providers are keeping accurate and thorough records for the entire contract period that includes the:
  - Parolee's Name
  - Class Title and Content
  - Length of the Class (sign in/out time)
  - Counselor or Facilitator's Name
  - Signatures of the Parolee and Counselor/Facilitator
- Limit the number of hours each week that a provider is allowed to designate for property repair and clean-up.
- Limit the number of hours designated for social and recreational activities each month. The focus of the program should be drug treatment.

**FINDING 6: MHS Failed to Pay Providers Promptly as Required by the Contract**

The Audits Branch was informed by the Executive Director of Josephine House that they were forced out of business due to continuous delays in payment from MHS. Josephine House's Executive Director stated that they would be taken over by Walden House as of July 1, 2009.

In a letter to providers dated February 2, 2009, MHS stated that IOUs would be issued to providers in lieu of payment should MHS receive IOUs from the State.

**CRITERIA:**

Per contract number C06.305, Exhibit A, page 7: "The SASCA Contractors will insure that the CBPs are reimbursed within 45 days of receipt of a CBP invoice. For disputed invoices, the undisputed amount shall be paid within the 45-day requirement...the SASCA Contractors agree to provide payment to CBPs within 45-days as described above notwithstanding the SASCA Contractors ability to receive payment from CDCR-OSAP....a line of credit is intended to meet cash flow needs for this purpose"

**RECOMMENDATIONS:**

- Adhere to contract language regarding the payment of CBPs within 45 days of receipt of the invoice.
- Maintain an available line of credit for payment of the CBPs, as stated in the contract.

## **MHS RESPONSE:**

MHS believes that we are in compliance with our contract requirements to pay providers in a timely manner...In order for us to complete our response to this item, please provide the invoice dates, invoice amounts, check dates, and check amounts for all payments to this provider which are alleged to be late.

## **AUDITS BRANCH COMMENTS:**

The Audits Branch is dropping this finding because Orange County Youth & Family Services went out of business and no longer manages Josephine House.

However, MHS notified its subcontractors (CBPs) in writing that they would not be paid during the State's budget delays, contrary to the payment directives of the contract. The letter was sent to the CBPs on February 2, 2009. MHS also indicated that they would remove CDCR participants upon the CBPs' request.

It is proactive to notify a subcontractor about pending payment delays; however, informing a subcontractor that they will not be paid is a violation of the contract. Interest charged to MHS by the lending agency for the use of the line of credit during State budget Delays is listed as a reimbursable expenditure in the Line Item Budget Guide.

## **FINDING 7: Missing or Incomplete Community Services Plan - CDCR Form 1868s (parts A and B)**

The CDCR Form 1868 is the Community Services Plan and has essential parolee information needed prior to aftercare placement. Below is information that should appear on the CDCR Form 1868.

- Substance abuse history.
- Treatment history.
- Conviction history (especially important if the parolee is a registered sex offender).
- Disabilities present.
- Psychotropics currently prescribed.
- Concerns the Parole Agent has such as gang affiliations, victims, or weapons.
- Transportation plan from the SAP.
- Estimated date of release.
- Type of modality needed.

Parts A and B of the CDCR Form 1868 are completed at the in-prison SAP level. The form requires the review and approval of the SAP Parole Agent II. Once the Parole Agent II signs off, the form is sent to the MHS placement coordinator to secure placement in aftercare for the parolee. According to an OSATS Parole Agent II, a completed CDCR Form 1868 is required for aftercare services.

The Audits Branch performed tests to verify whether the CDCR Form 1868, parts A and B, were in the parolees' files. Part A is initiated by the SAP counselor and signed off by a SAP Parole Agent II. Part B is both initiated and signed off by the SAP Parole Agent II.

A sample of 60 parolee records was tested. The following deficiencies were identified:

Deficiency	# of Instances
Missing 1868A and B	13
Missing 1868 A	1
Missing 1868 B	10
A or B Missing Parole Agent Signatures or Incomplete	9
<b>Total</b>	<b>33</b>

Of the 60 parolee records selected for review, 33 (13+1+10+9) files were either missing both parts A and B, missing only part A or part B, or had incomplete part A or part B sections.

The Audits Branch also found that when the CDCR Form 1868 was found in the file, the information contained on the form was not useful, as questions were often left unanswered or answered with one or two words with no specific information to evaluate the progress of the parolee.

For example, a question on part A read:

- What are the relapse triggers: what is plan for prevention?
  - The response: Old friends, new friends.

The next question reads:

- What is the treatment plan? (Include nature and frequency.)
  - The response: Residential treatment.

The questions above are from part A of CDCR Form 1868, which is completed by SAP personnel (contractor personnel, not a parole agent). Neither of the examples conveys a thoughtful response or useful information.

## **CRITERIA:**

Per the MHS New Employee Orientation Manual, Placement Process, page 20, "The required documentation includes: Participants profile part A, participants profile part B, CDCR1868 (signed off on by Parole Agent II)."

Per contract number C06.305, Exhibit A, page 21: "The CBP will retain a copy of the CDCR 1868 and service authorization for three years from the end of the contract for accounting/auditing purposes."

## **RECOMMENDATIONS:**

- Ensure receipt of required forms prior to placement.
- Ensure that Parole Agent IIs review and approve (by signature) each CDCR Form 1868 submitted for a parolee.
- Retain a copy of the CDCR Form 1868 for three years for audit purposes.
- Ensure that the forms are thoroughly completed.

## **FINDING 8: Treatment Plans Are Generic and Not Timely**

The treatment plans for the parolees at the East County Regional Relapse Prevention Center and the Josephine House are not timely, as required by contract number C06.305. Additionally, Amity's treatment plans are not designed to capture contractually required information and the effectiveness of Amity's treatment plans is questionable.

### **Treatment Plans Are Not Timely**

The contract requires the treatment plan to be written within five calendar days of the parolee's admittance into the program. The sample of two treatment plans reviewed at the East County Regional Relapse Prevention Center were not timely, and six of the seven treatment plans selected for review at the Josephine House were not in compliance with the contract. Outlined below are the details of the finding:

<b>Facility</b>	<b>CDCR #</b>	<b>Admit Date</b>	<b>Date of Treatment Plan</b>
East County	N77812	7-11-07	7-24-07
I	N79148	2-4-09	2-28-09
Josephine House	X18289	10-4-07	10-10-07
	X24125	9-6-07	9-17-07
	X08758	7-20-07	8-1-07
	X22133	1-4-08	1-11-08
	X01560	1-28-08	2-05-08
	X13086	11-8-07	11-29-07

The facilities are licensed by the ADP. ADP requires the treatment plan to be written within 28 days (Title 9, article 3, h) of admittance, and both facilities meet this requirement. However, ADP also requires the treatment plans to be reviewed by a

medical director. Josephine House does not meet this requirement. East County Regional Relapse Prevention Center's treatment plans, albeit late according to CDCR's requirement, were reviewed and approved by a medical doctor.

### Questionable Treatment Plans

The effectiveness of Amity's treatment plans is questionable. The Audits Branch saw examples of treatment plans that were rote and vague. Amity's treatment plan has four sections as outlined in the table below.

<b>Sections Found in Amity's Treatment Plan</b>	<b>Counselor's Written Plan for Parolee T10253</b>
Presenting Issues	Introduction to the Therapeutic Committee.
Treatment Goal	Learn to live in the Therapeutic Committee.
Overall Objective One: Participate in Lodge Circles	Method 1: Attend & participate in all of your lodge circles 2 X weekly. Method 1: Attend & participate in your curriculum circles 2 X weekly.
Overall Object Two: Participate in All Community Activities	Method 2: Attend & participate in all gatherings, community circles, end of the week ceremonies and other functions Method 2: Attend & participate in seminars, workshops, Narcotic Anonymous meetings, and all other functions

The above are expectations for every Amity parolee. The treatment plan written for parolee T10253 is of limited use because there are no detailed steps for accomplishing the short and long term treatment goals. Moreover, the current treatment plan does not capture the contractually required information, specifically: medical and psychiatric needs, family needs and vocational needs.

### **CRITERIA:**

Per contract number C06.305, Amendment 1, number 7: "The SASCA Contractor will ensure that an assessment/treatment plan is completed for each SASCA participant within five calendar days of admittance or receipt of treatment to a CBP...the assessment/treatment plan will include at a minimum the following elements:...medical and psychiatric needs, family needs, vocational needs, treatment needs...Detailed steps for accomplishing the short and long term goals identified in the assessment/treatment plan must also be documented."

### **RECOMMENDATIONS:**

- Ensure contractors are following the contract requirements rather than ADP requirements for treatment plans.
- Ensure Amity staff is properly trained on how to write a treatment plan.

- Ensure Amity's treatment plan is designed to capture contractually required information, and include detailed steps for accomplishing short and long term goals.

#### **FINDING 9: Weak Internal Controls Over DTF Inmate Trust Fund**

The program director oversees and maintains the inmate trust fund for Josephine House. The cash is locked in a safe in the program director's office. Since the total amount is less than \$1,000, Josephine House did not believe a bank account was necessary. The program director has the only key to the safe.

The Audits Branch attempted to count the money in the safe on June 8, 2009; however the key was not at the facility. The program director was not scheduled to be at the facility and inadvertently left the safe key at home. The Audits Branch was unable to verify the accuracy of the money in the safe until the following day.

On June 9, 2009, one auditor counted the cash in the safe while the program manager and another auditor witnessed the count. There was \$895 in cash and two checks in the amounts of \$15 and \$67 for a grand total of \$977. The safe and the accounts reconciled; however, the Audits Branch noted two internal control weaknesses:

- Josephine House doesn't have adequate separation of duties over the trust fund. The program manager performs the ledger paper work for the trust fund and holds the key to the safe. Moreover, the key should always be kept at the facility.
- Josephine House does not require dual custody over cash. The program manager has sole custody of the funds.

#### **CRITERIA:**

Per the Inmate Trust Accounting Office Operations Guide, July 2005, Section 4000: "Generally Accepted Accounting Principles require adequate procedures to safeguard the assets of an entity, to guard against errors, waste, or fraud and to assure the reliability of accounting data."

#### **RECOMMENDATIONS:**

- Require dual custody over the Inmate Trust Fund.
- Separate the duties of record keeping and custody of the cash. One employee should not have physical custody of the cash and keep the records for the inmate trust accounts.
- Require that the keys to the safe remain at the Josephine House at all times.



## **FINDING 10: MHS Failed to Meet the Required Number of Contacts**

Contract number C06.305 requires MHS to provide ongoing contacts with inmates/parolees, SAP contractors, and providers. The following are the required specific contact frequency:

### Pre-Release

- Contact the in-prison substance abuse contractor two times prior to parole.
- Contact providers twice to secure parolee placement.

### Post-Release

- Have one face-to-face or telephone (parolees residing 75 miles from the SASCA office) contact with parolees each month.
- One contact each month with the provider.

The Audits Branch reviewed a sample of 60 SASCA parolee files and identified the following deficiencies:

<b>Deficiency</b>	<b># of Instances</b>
Less Than Two Contacts With the SAP	5
Less Than Two Contacts With the CBP Prior to Placement	16
Less Than One Monthly Face-to-Face Contact with the Parolee	1
Less Than One Monthly Contact With the CBPs	8
<b>Total</b>	<b>30</b>

Of the 60 files reviewed, there were 30 instances (5+16+1+8) where MHS did not meet the contractually required number of contacts.

## **CRITERIA:**

Per contract number C06.305, Exhibit A, pages 18-19: "The SASCA contractors will make contacts at the following frequencies:...two contacts with the in-custody contractor...two contacts with the CBP to arrange for placement...one face-to-face contact each month with participants...one contact each month with the CBP."

## **RECOMMENDATION:**

- Ensure that all MHS advocates comply with the required number of contacts.

## **MHS RESPONSE:**

We would request more information on how the auditors determined if the required contacts were not made...Some of those figures are deceiving and are not alarming.

**AUDITS BRANCH COMMENTS:**

Based upon supervisory review of additional information obtained after the audit, this finding has been removed.

## OBSERVATIONS AND RECOMMENDATIONS

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### **Observation 1: Amity Used SASCA Parolees to Earn Additional Revenues**

Amity was billing CDCR a daily rate of \$72 per parolee. Furthermore, Amity earned additional revenue by using the labor of SASCA parolees through contracts with World Triathlon Corporation and City of Oceanside (see table below) in San Diego County.

Contract Name	Term	Type	Amount
Ironman Triathlon	April 1-5 2009	Trash pick-up, set up/ tear down	\$1300
Oceanside Beach Cleanup	April 1- September 30, 2009	Seasonal Beach Cleaning	\$16,170
Harbor Beach Cleanup	April -September 30, 2009	Seasonal Beach Cleaning	\$10,650

Parolees assigned to work for the above contracts provided the required labor but received no direct monetary compensation. Participation was not mandatory; however, parolees were reminded by Amity staff that participation is expected in a therapeutic community. Parolees complained to the Audits Branch of not getting paid and felt coerced into participating.

According to an Agent of Record in Escondido, parolees providing labor for these contracts have done something wrong within the therapeutic community. Parolees are given a choice of sitting in the Pew (see finding 1) or volunteering on a work detail.

The Audits Branch learned that another provider, Casa Raphael, has an agreement with the local paper to use parolees to sell the North County Times newspaper. Casa Raphael parolees are paid with tips while Amity parolees receive no direct payment.

The Audits Branch found no evidence that Amity sought authorization from MHS and CDCR to enter into the above contracts.

### **CRITERIA:**

Per MHS contract Addendum C, "The Provider shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Provider shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person, or business unless specifically authorized in writing by MHS and the CDC."

Per contract number C06.305, Exhibit D, page 4, number 8, "The contractor will adhere to generally accepted accounting principles...Dual compensation is not allowed; a contractor cannot receive simultaneous compensation from two for the same services performed even though both funding sources could benefit."

## **RECOMMENDATIONS:**

- Require Amity to obtain written approval from OSATS and MHS before entering into sub-contractual agreements with other business entities.
- Ensure that parolees are not forced to work on the contracts.
- Ensure that parolees are fairly compensated for work performed outside the Amity compound.
- Determine if working on Amity's contracts interferes with the parolees' ability to participate in drug treatment classes.

### **Observation 2: DK Sober Living Allows Children to Sleep Over on Weekends**

On the morning of April 27, 2009, the Audits Branch observed a child leaving the DK Sober Living facility. The Audits Branch inquired as to the facility's policies on children staying overnight. DK Sober allows parolees' children to sleep over on the weekends if the other parolees are in agreement and there is sufficient room. However, the facility:

- Is only a three bedroom house with two men per room;
- Has two twin beds per room;
- Accommodates six men; and
- Had issues with pornography. The computer located in the family room is provided for job searching, but is also available for viewing pornography. According to the owner, the residents have tampered with the filters installed to block access to porn sites.

## **RECOMMENDATION:**

Encourage family bonding involving children in a public setting.

# GLOSSARY

<b>ADP</b>	Department of Alcohol and Drug Programs
<b>Amity</b>	Amity Vista Ranch or Amity Foundation
<b>CBP</b>	Community Based Provider
<b>CCR</b>	California Code of Regulations
<b>CDCR</b>	California Department of Corrections and Rehabilitation
<b>CDCR Form 1868</b>	Community Services Plan (Parts A and B)
<b>DTF</b>	Drug Treatment Furlough
<b>Josephine House</b>	Orange County Halfway House
<b>MHS</b>	Mental Health Systems
<b>OAC</b>	Office of Audits and Compliance
<b>OSAP</b>	Office of Substance Abuse Programs
<b>OSATS</b>	Office of Substance Abuse Treatment Services
<b>Parolee</b>	Parolee or Inmate Participating in a DTF
<b>Provider</b>	Community Based Provider
<b>RJD</b>	Richard J. Donovan Correctional Facility
<b>SAP</b>	Substance Abuse Program
<b>SASCA</b>	Substance Abuse Services Coordination Agency
<b>TB</b>	Tuberculosis
<b>SB 1453</b>	Mandatory Residential Community Based Program, Senate Bill 1453

# ATTACHMENT 1

The pew at Amity Vista Ranch





## ATTACHMENT 2

Missing tiles at Amity Vista Ranch



## ATTACHMENT 2

Rubbish at Amity Vista Ranch





## ATTACHMENT 2

Furniture blocking exit at Amity Vista Ranch



## ATTACHMENT 3

Rubbish at Chapman House



## ATTACHMENT 3

Missing sheetrock at Chapman House



### ATTACHMENT 3

Dirty bathtub at Chapman House





## ATTACHMENT 4

Stained and torn carpeting at Josephine House



## ATTACHMENT 4

Unsafe coffee maker at Josephine House





## ATTACHMENT 4

Dirty patched wall at Josephine House



## ATTACHMENT 4

Broken dishwasher at Josephine House





## ATTACHMENT 4

Torn carpeting at Josephine House





## ATTACHMENT 4

Burned lamp shade at Josephine House



## ATTACHMENT 4

Unattached light fixture at Josephine House



## ATTACHMENT 4

Broken screen at Josephine House





## ATTACHMENT 5

Patched bathtub at Lazy Dog Ranch



## ATTACHMENT 5

Ceiling with mold and peeling paint at Lazy Dog Ranch



## ATTACHMENT 5

Dirty bedroom and missing window coverings at Lazy Dog Ranch



## ATTACHMENT 5

Moldy bathtub at Lazy Dog Ranch





## ATTACHMENT 5

Dirty bathroom at Lazy Dog Ranch



## ATTACHMENT 5

Dirty bathroom at Lazy Dog Ranch





## ATTACHMENT 5

Greasy kitchen wall at Lazy Dog Ranch



## ATTACHMENT 5

Dirty stove at Lazy Dog Ranch





## ATTACHMENT 5

Dirty furnace vent at Lazy Dog Ranch



## ATTACHMENT 5

Moldy, dirty wall at Lazy Dog Ranch





## ATTACHMENT 6



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Sacramento, CA 94283-0001

To: Richard Krupp, Ph.D.

From: David Conn, Ph.D.

Date: December 21, 2009

Re: Response to Program Compliance Auditor's Report of contract C06.305

Dear Dr. Krupp,

Mental Health Systems wishes to respond to the ten audit finding and two audit observations noted in your Auditor's Report which was received on December 2, 2009. We will address these finding numerically as noted in your report.

### FINDING 1: Adverse Effects of Vista's Therapeutic Community Model

The auditors reported that Amity punishment policy/philosophy impeded on parolees' progress. The "TC" model often includes group sanctions in an effort to help participants think outside of themselves and their actions to the community as a whole. When these specific incidents were discussed with Amity, they report their program utilizes sanctions as a tool to encourage individuals to move from selfish thinking to selfless thinking – that they are their brother's keeper. Amity also will look at critical appointments on a case by case basis.

While the auditors spoke with the two parolees and documented their complaints, the Program Director reports that they did not follow up with him on the outcome. In reference to parolee V43919, who was admitted on 3/1/09 and graduated on 10/05/09, this parolee submitted a request on 4/2/09 to go to Palomar to register; the requested trip was approved by staff and attended by parolee. In reference to this specific parolee the auditors also reported that SASCA required the parolee to restart the SB 1453 program after 79 days of good behavior and progress. Although the parolee had began the program and completed the initial 79 days, there were numerous behavior problems, including the participant use of alcohol. Hence, we respectfully request that the auditors do not draw the conclusion that by missing his initial appointment, that caused him to relapse. More often than not, excuses, blame and rationalization are tools that parolees utilize to justify a relapse or breaking of rules. SASCA would not "require" a parolee to restart a SB 1453 program without a case conference or unanimous ASCAT review recommendation, between the parole agent, the SASCA community service coordinator, and the community based provider. The Agent of Record would also be consulted, so that a treatment team decision would be the foundation for that recommendation.

In reference to parolee F7990, who was admitted to Amity on 1/3/09 and graduated on 7/2/09, he did submit a request on 4/01/09. Amity states the requested trip was approved by staff and the parolee attended. Amity is also in discussion with E.D.D. and the Department of Rehabilitation for them to bring their services such as job readiness, employable skills, domestic violence and parenting directly to the Vista Ranch and/or to arrange sessions and timeslots specifically for participants that are in residence at the facility.



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In response to the use of the "Pew", Vice President, Mark Faucette, stated that parolees would never be allowed to remain at the pew as noted in the report. He states the pew is utilized for an individual to contemplate and complete reading and writing assignments when not involved in scheduled activities. Also he noted that individuals on the pew are monitored by staff members.

#### FINDING 2: Parolee Live in Poorly Maintained Conditions

Annual site visits are conducted by MHS on all subcontracted community based providers, in addition to the regularly scheduled visits by the community service coordinators; we also do unannounced visits by MHS as needed when a concern arises. The dates noted by the Auditors were when contract compliance staff issued a corrective action plan for the facility, due to a report by a staff or a participant, that there might be a specific issue related to a facility. Although there were numerous items identified by the auditors, please be advised that on any given day a facility may have some items that need to be cleaned, repaired and may be in the process of those repairs(as was Chapman during the auditors visit). MHS works closely with all community based providers to ensure a clean, safe and sanitary environment. When items are noticed by staff or during site visits, or reported by a participant, we investigate immediately and a corrective action will be issued and followed up on to ensure the facility is in good working order. We also will also take progressive action if the concerns are not addressed and repaired, such as removing participants, suspending placements, and up to cancelation of a contract if we have providers that are habitually in disrepair or out of compliance.

#### FINDING 3: Parolee Transportation System Internal Controls

Region IV (as well as Region III) has utilized Amity as a subcontractor to provide transportation of SASCA parolees when needed. This was previously approved by OSAP (formerly DARS, now OSATS). A previous contract was done with Amity, but unfortunately we were not able to locate this for the Auditors when requested, which resulted in the issuing of the new contract, with varying dates of individuals signatures, noted in the findings. Amity is no longer used to help with transportation related activities since the beginning of the new fiscal year. Also, changes to billing have been initiated where charges are only done per destination, not per individual being transported.

In response to the auditors finding of comparing Amity's fee vs. Taxi/Greyhound Bus, while although it was less, it also as noted, would take approximately one day and five hours. This would be an invitation for disaster for a parolee trying to get to treatment due to the unsavory elements located at taxi and bus stations, including various opportunities to relapse, exposure to drugs and other criminal elements a parolee would need to steer clear of to get to directly into treatment following their release from prison. DARS (and OSATS) has explicit preference for not using bus for long-distance transportation. Rather, planes or direct delivery by car are preferred.

In response to parolees showing no delivery confirmation, drivers in the past verbally contacted the community service coordinator that was assigned to a specific facility when a parolee was delivered. We have instated a new formal transportation completion check sheet, approximately a year ago, where all transportation completions are documented. Our drivers also have always personally escorted the parolees into the treatment facility upon arrival.

In reference to the MHS driver that traveled from Colton to RJD, and had the parolee refuse transportation, we can not force anyone to take transportation if they decline. We have MHS drivers located in each of the regional offices (Colton, San Diego and Orange County) and utilize the drivers that are closest to a transportation destination primarily, but based on other transportation needs a driver may be pulled from any office to meet the daily transportation requirements for the entire Region IV area, and coordination between the other 3 regions as requested.





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**FINDING 4: Tuberculosis Tests Were Not Current/Employees Hired Were Still on Parolee**

MHS's contract with community based providers clearly states that current TB test be maintained in staff files. Chapman and Amity were both noted to be out of compliance and immediately produced the documentation. These are checked on annual site visits by the contract compliance staff. If sub-contractors staff files are found out of order, a corrective action plan is developed with the facility to immediately bring back into compliance. Often times, a provider has a corporate office and the documentation is maintained there and only "ghost" files for staff are maintained on site.

Amity was issued a corrective action plan when SASCA found out they had hired an individual that was currently on parole. They were asked to remove these staff immediately from the facility, an order with which they complied. Since that time, Amity has changed its hiring practice and implemented a screening process prior to offering employment. This process includes a background check, including a criminal background check, for all counseling positions. Attachment A is a letter from Amity's HR Director outlining their policy.

**FINDING 5: Questionable/Unverified Program Hours**

According to the SASCA Contract "Program Design Specifications" it states the community based providers files, should contain a "weekly list of groups and individual counseling sessions attended" and with these in the files it should document the number of hours of treatment provided. Weekly schedules are attached (Attachment B) for both Amity and The Relapse Prevention Center. Arrow House now copies the time sheets as suggested by the auditors. Contractual minimum hours of 20 face to face individual and group activities, and additional six hours of supplemental individual and group activities are provided as required per contract C06.305.

In terms of the auditors concern that the fourth week of each month is designated to fixing and cleaning the property grounds, the Vice President of Amity states there is no basis to that allegation. Treatment hours are still being met in addition to the work that is done as a community on the property. Please refer to Attachment B, which demonstrates that weekly services are being provided to meet contractual requirements.

**FINDING 6: MHS Failed to Pay Providers Promptly as Required by the Contract**

MHS believes that we are in compliance with our contract requirements to pay providers in a timely manner, and has a substantial line of credit that enables us to do so, although not indefinitely, even when the State is late in paying. In fact, we believe we set the standard for SASCA contractors when it comes to paying providers in a timely manner.

In order for us to complete our response to this item, please provide the invoice dates, invoice amounts, check dates and check amounts for all payments to this provider which are alleged to be late. We will research our records and respond accordingly.

Josephine House was doing business with SASCA IV as Orange County Halfway House and was fully paid at the time when they closed. They were a problematic provider and there were many discussions with DARS where ceasing referrals to Josephine House was discussed. A lack of referrals due to parolees not wanting to be at that facility did play a part in their financial circumstances.

**FINDING 7: Missing or Incomplete Community Services Plan (CDCR Form 1868 parts A and B)**

This has been an ongoing issue with the SAP's for a long time and has never been resolved as to how important they are to have in the participants charts. We have worked with individual SAP staff, and SAP programs as a whole. We continue to strive for complete documentation prior to placement, but will not punish the clients by delaying aftercare placement if there is missing documentation. Completion of the

1868 (parts A and B) is a requirement of the SAP and the PA II, not of SASCA. SASCA would not be allowed to complete an 1868.

FINDING 8: Treatment Plans are Generic and Not Timely

The SASCA contract with CDCR calls for treatment plans to be addressed on short term programs within 10 days, and for long term programs within 14 days, of admission. DTF states treatment plans will be completed within 14 days. ADP requires treatment plans to be written within 28 days of admittance. The standard of care for mental health and other AOD OP programs appears to be thirty days. MHS has worked continuously with its community based providers to ensure timely and individualized treatment plans. We offer individual training to subcontractors on how to abide by this. These requirements are also addressed in Regional community based provider meetings.

FINDING 9: Weak Internal Controls Over DTF Inmate Trust Fund

The auditors finding that Josephine House had weak internal controls, may have been accurate, but SASCA would not micromanage a community based provider on how to structure the oversight of their DTF trust fund, nor was it a contractual requirement. It is standard practice for the assigned PA II to ensure that these trust fund accounts comply with Title 15. Each community based provider may set up their own guidelines, per their programmatic needs and business plan of the organization. We are happy to offer assistance and make recommendations when asked, but again as noted the accounts reconciled, even if another structure may have been preferred by the auditors.

FINDING 10: MHS Failed to Meet the Required Number of Contracts with Inmates/Parolees

As far as the required contacts with the various entities associated with all aspects of SASCA, we would request more information on how the auditors determined if the required contacts were not made. If only participant files were reviewed, then contacts in the PTIS system may not have been considered, such as in-prison global presentation and individual meeting with parolees. Some of those figures are deceiving and are not alarming:

- Contacts with SAP, 5 missing less than two contacts = 8.33%
- Contacts with CBP, 16 missing less than two contacts = 26.66%
- Monthly contact with participant, 1 missing less than one contact = 1.66%
- Monthly contact with CBP, 8 missing less than one contact = 13.33%
- Multiplied out: 60 charts by four categories = 240 potential contacts. Thirty missed contacts out of 240 potential means we missed contact 12.5% of the time or we made contact 87.5% of the required times. Again, we do not know if even this number accesses all relevant records.

Observation 1: Amity Used SASCA Parolee to Earn Additional Revenues

In response to the auditors findings that Amity did not compensate parolees assigned on work projects, the Vice President of Amity reports all additional revenue generated is spent on recreational activities for the participants on the Ranch such as deep sea fishing trips, and new equipment such as the recently purchased television. All monies are held in a separate account and spent on activities and items for





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clients on the Ranch. This is not done as a punishment or an alternative to sitting on the pew, but done as a positive community activity to foster the spirit of giving back to the larger community parolees are living and integrating into.

Observation 2: DK Sober Living Allows Children to Sleep Over on Weekends

As noted by the auditors, DK sober living has allowed children to spend the night with their father in the past, when there has been adequate room and prior approval. There are very few resources for family reunification with their parents, especially fathers. Family bonding and reunification can not only be accomplished in a public setting, and often times it is in the best interest of the child, father and family for bonding to begin again with their parents as soon as possible.

The fact that the computer, which is provided for job search, had been tampered with is sad, but overall not worthy of removing the valuable tool which can assist in meeting re-entry needs, as parolees are looking at secure work as they are entering their final phases of aftercare funding.

Please feel free to contact me or Vicki Redding if further clarification on any of the items mentioned above is needed.

A handwritten signature in cursive script that reads "D. Conn".

David Conn, Ph.D.  
Vice President, Corrections and Rehabilitation Division

**Amity Foundation**



**Fundación de Amistad**

*Teaching and Therapeutic Communities*

*de Enseñanza y Terapéuticas Comunidades*

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♦ Arizona ♦ California ♦ New Mexico ♦

Monday, November 23, 2009

In February 2009, Amity Foundation started a rigorous campaign to insure hiring the best candidates for employment. Amity contracted with Behavior Research (BR) to do in-depth background screening for all potential new hires.

Behavior Research investigation along with other services include an unlimited county criminal searches in all counties. BH investigation goes back seven years for county, state and federal criminal searches. This package also includes up to three employment verifications, a motor vehicle report, an instant criminal search and a 50 state sex offender registry search. It is for these reasons Amity Foundation feels in compliance with all State and contracts that prohibit the hiring of parolees to fill counselor positions.

Thank you,

Rita Kaye Craig  
HR Director  
Amity Foundation

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**Nancy Clark & Associates, Inc: THE RECOVERY CENTER (TRC)**  
*MHS CONTRACT REQUIREMENTS: average 31 hrs/week of treatment*

**SASCA (Long Term Residential: 90 days)**

**90 days= 12 weeks**

**(12 weeks) (31 hrs/week)= 372 hours total**

**Intensive Day Program Includes (per week):**

Re-Entry Group (M-F 8:00 am-9:00 am)	5 hrs
Morning Group (M-F 9:00-11:00 am)	10 hrs
Noon Meeting (M-F 12:00-1:30 pm)	7.5 hrs
Afternoon Group (M-F 2:00-4:00 pm)	10 hrs
<b>Total Treatment Hours Provided:</b>	<b>32.5 hrs/week</b>

**Treatment Includes (per week):**

Sunday Beach Walk (7:00-9:00 am)	2 hrs
Podium Participation (5:00-7:00 pm)	2 hrs
Potluck Dinner (7:00-9:00 pm)	2 hrs
Daily Discussion Group (M-F)	5 hrs
Acupuncture (6:00-7:00 pm)/Yoga (7:00-8:00 pm)	2 hrs
OR Acupuncture (6:30-7:30 pm)/Kem-po (7:30-8:30 pm)	2 hrs
OR Acupuncture (6:30-7:30 pm)/Meditation (7:30-8:30 pm)	2 hrs
Women's Process Group (6:00-7:30 pm)	1.5 hrs
OR Men's Step Study (7:00-8:30 pm)	1.5 hrs
Thursday Drug and Alcohol Education Group (7:00-8:30 pm)	1.5 hrs
Friday Guest Speaker Discussion (7:00-9:00 pm)	2 hrs
Saturday Workshop (8:00-10:00 am)	2 hrs
Self Help (AA/NA Meetings)	6 hrs
Individual Counseling	1 hr
Community Service	1 hr
<b>Total Hours Treatment Provided:</b>	<b>28 hrs/week</b>

**Breakdown of Hours:**

<b>MHS Required Hours</b>	<b>372 hrs</b>
12 weeks of Regular Treatment Hours (28 hrs/week)	336 hrs
4 weeks of Intensive Day Program Hours (32.5 hrs/week)	130 hrs
<b>Total Hours Provided for 12 weeks</b>	<b>466 hrs</b>
<b>Total Additional Hours Needed to Meet Requirements</b>	<b>0 hrs</b>

**Nancy Clark & Associates, Inc: THE RECOVERY CENTER (TRC)**  
*MHS CONTRACT REQUIREMENTS: average 31 hrs/week of treatment*

<b>1453- 150 days</b>
<b>150 days= 5 months= 20 weeks</b>
<b>(20 weeks)(31 hrs/week)= 620 hrs total</b>

<b>Intensive Day Program Includes (per week):</b>	
Re-Entry Group (M-F 8:00-9:00 am)	5 hrs
Morning Group (M-F 9:00-11:00 am)	10 hrs
Noon Meeting (M-F 12:00-1:30 pm)	7.5 hrs
Afternoon Group (M-F 2:00-4:00 pm)	10 hrs
<b>Total Treatment Hours Provided:</b>	<b>32.5 hrs/week</b>

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Self Help (AA/NA Meetings)	6 hrs
Individual Counseling	1 hr
Community Service	1 hr
<b>Total Hours Treatment Provided:</b>	<b>28 hrs/week</b>

<b>Breakdown of Hours:</b>	
<b>MHS Required Hours</b>	<b>620 hrs</b>
20 weeks of Regular Treatment Hours (28 hrs/week)	560 hrs
4 weeks of Intensive Day Program Hours (32.5 hrs/week)	130 hrs
<b>Total Hours Provided for 12 weeks</b>	<b>690 hrs</b>
<b>Total Additional Hours Needed to Meet Requirements</b>	<b>0 hrs</b>



# ATTACHMENT B

Time/Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
5:30AM		Wake ups	Wake ups	Wake ups	Wake ups	Wake ups	Wake ups
6:30AM		& Chores Pride Check	& Chores Pride Check	& Chores Pride Check	& Chores Pride Check	& Chores Pride Check	& Chores Pride Check
7:00AM	Wake Ups	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Wake ups
7:30AM	& Chores	7:30am - 4:00pm 8-Hour Group	7:30am - 4:00pm 8-hour group		7:30am - 4:30pm two 8- hour group		& Chores
8:00AM	Morning Gathering	Morning Gathering	Morning Gathering	Morning Gathering	Morning Gathering	Morning Gathering	Morning Gathering
8:30AM	Breakfast						9:00am Breakfast
9:00AM	Work Ethics			Curriculum 9:00am-11:00am	Curriculum 9:00am-11:00am	Curriculum 10:00am-11:00am	Work Ethics
		Work Ethics	Work Ethics	Work Ethics	Work Ethics	Work Ethics	
10:00AM	Social Time	9:00-11:00	9:00-11:00	9:00-11:00	9:00-11:00	9:00-10:30	Social Time/
11:00AM		Student Seminar	Student Seminar	Student Seminar	Student Seminar	Student Seminar	Visitors Start Arriving
12:00PM	Social Time	Lunch	Lunch	Lunch	Lunch	Lunch	
1:30PM		Curriculum 1:30-3:30pm	1:00-9:30pm 8-hour group				
	Social Time						Social Time
2:00pm			Curriculum 1:30-3:30pm	Faculty Visit & Outing Group 1:30-3:00pm	Curriculum 1:30-3:30pm		
2:30pm							
3:00pm							
3:30pm		Floor opens 3:30pm-6:00pm	Floor opens 3:30pm-6:00pm	Community Circle	Curriculum 7:00pm-8:30	Floor Opens	
4:00pm							Visits Over
4:30pm		Dinner	Dinner	Dinner	Dinner	Dinner	
5:00pm							Social Time
5:30pm	Dinner						Dinner
6:00pm		Evening Gathering	Evening Gathering	Floor Opens	Evening Gathering	Evening Gathering	
6:30pm							
7:00pm	End of the week Ceremony	Slip groups 7:00pm-9:00pm	Curriculum 7:00pm-8:30pm	Group or On Property N/A 7:00-8:00pm	Sanctuary Circles 7:00-8:00pm	Seniors/Alumni Group 7:00-8:00pm	Evening Gathering
	Off Property N/A Group		Sanctuary Circle 7:00pm to 9:00pm			Floor Opens for Non-Seniors 7:00pm	
7:30pm	Student Visiting & Outing Group/Floor Opens						Social Time/Movie Night
8:00pm				Floor Opens			
9:00pm		Floor Opens	Floor Opens		Floor Opens		
9:30pm							
10:00pm	Floor Closed	Floor Closed	Floor Closed	Floor Closed	Floor Closed		
12:00am						Floor Closed	Floor Closed